

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Dennis Andresky, Parks and Recreation Director 954 797-1150

PREPARED BY: Bette S. Gibson, CLP, Recreation Coordinator

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AN EXTENSION OF THE CONTRACT BETWEEN THE TOWN AND JOSEPH KELLJCHIAN FOR KARATE INSTRUCTOR SERVICE.

REPORT IN BRIEF: The Town's contract for karate instructor service will expire on February 15, 2008. The contract allows for up to four (4) one (1) year extension periods. The Town has already exercised the first one (1) year extension. If approved, this would be the second of four available one (1) year extensions. The contractor desires to extend his agreement with the Town for an additional year according to the terms and conditions of the existing contract. The Town receives approximately \$15,000 in revenue per year from this contract. Payment to the Town is based on class registration numbers (Contractual classes with 25 participants or less - 75% of fee to instructor and 25% of fee to the Town. Contractual classes with 26 participants or more - 80% of fee to instructor and 20% of fee to the Town.) The karate instructor has taught for the Town for over 26 years and staff recommends extending his contract.

PREVIOUS ACTIONS: Ordinance 0-2007-026, R – 99-295, R-2006-45, R-2006-324

CONCURRENCES: not applicable

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

If yes, expected cost:

Account Name: Contractual Services/Recreation

If no, amount needed: \$

What account will funds be appropriated from: 001 0804 572 0324

Additional Comments: Revenue to the Town

RECOMMENDATION(S): Motion to approve the Resolution

Attachment(s): Resolution, vendor letter and Department recommendation.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,
APPROVING AN EXTENSION OF THE CONTRACT BETWEEN THE
TOWN AND JOSEPH KELLJCHIAN FOR KARATE INSTRUCTOR
SERVICE.

WHEREAS, the Town of Davie has a contract for karate instructor service with Joseph Kelljchian which allows for up to four (4) one (1) year extension periods. The Town has already exercised the first one (1) year extension. If approved, this would be the second of four available one (1) year extensions.; and

WHEREAS, the contact for karate instructor service will expire on February 15, 2008;
and

WHEREAS, the Town and Joseph Kelljchian wish to extend the agreement for karate instructor service for on additional year; and

WHEREAS, after review, the Town Council wishes to approve a one year extension of the contract for karate instructor service with Joseph Kelljchian.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby approve a one year extension of the contract with Joseph Kelljchian for karate instructor services for the time period of February 15, 2008 through February 14, 2009.

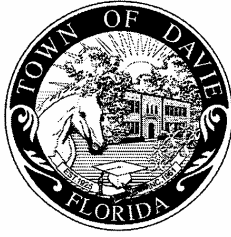
SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED ____ DAY OF _____, 2007.

MAYOR/COUNCILMEMBER
ATTEST:

TOWN CLERK


APPROVED THIS _____ DAY OF _____, 2007



PARKS AND RECREATION DEPARTMENT
6901 ORANGE DRIVE • DAVIE, FLORIDA 33314
PHONE: 954.797.1145 • FAX: 954.797.1148 • WWW.DAVIE-FL.GOV

Memorandum

TO: Town of Davie Town Council Members

FROM: Dennis Andresky, Parks and Recreation Director 

SUBJECT: Contract Extension: Joseph Kelljchian/Karate Instructor Service

DATE: November 15, 2007

It is recommended that the existing contract between the Town of Davie and Joseph Kelljchian for karate instructor service be extended for the second of four allowable one year extension periods.

The contract is due to expire February 15, 2008. The contractor has provided satisfactory service and requests a one year contract extension with all terms and conditions remaining in effect.

Please advise if you have any questions or need additional information.

November 12, 2007

Town of Davie
Parks and Recreation Department
6591 Orange Drive
Davie, Florida 33314

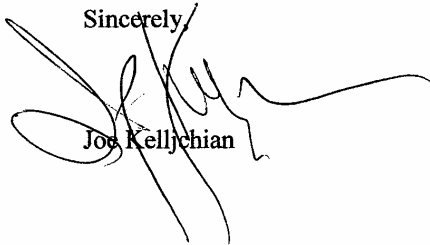
Dear Bette,

Thank you for informing me that the Karate Contract is due to expire 2/15/08. (Resolution 2006-45) According to the terms of the agreement, I would like to honor the option to renew this agreement for an additional year.

Our Karate Program is offered at Ivanhoe Community Hall and the Davie Pine Island Multipurpose Recreation Center. I have been an instructor for the Town of Davie for over 25 years. According to the terms of the agreement, I would like to extend our agreement for another year. All conditions will remain the same. We have over 26 participants in our programs, so I would like to honor Resolution R-01-269 of the fee schedule, which states: *Contractual classes 80% of fee to instructor 20% of fee to Town for classes with 26 participants or more per class.*

I look forward to working with the Town another year. Please let me know if I can be of further assistance. Thank you.

Sincerely,



Joe Kellychian

5031 S.W. 160 Ave.
Ft. Lauderdale, FL 33331

Town of Davie

Parks and Recreation Instructor's Contract

INSTRUCTOR'S NAME: Joseph Kelljchian CLASS TITLE: Karate
DATES OF SESSION: February 15, 2008 – February 14, 2009 CLASS FEE: \$30 per month

Instructor Fee per Resolution R01-269 (25 participants or less per class 75% to Instructor, 25% to Town)
(26 participants or more per class 80% to Contractor, 20% to Town)
The Town of Davie RFP # B-06-08 is made a part of this contract by reference.

NUMBER OF PARTICIPANTS IN CLASS: 10-30

CONTRACT BEGINS THE DAY OF: February 15, 2008 CONTRACT ENDS THE DAY OF: February 14, 2009

CLASS MEETS AT: Facility: Pine Island Multipurpose Center

Room: Palm Room

Times: 6:30 – 9:45 p.m.

Day of Week: Mondays & Wednesday

Facility: Ivanhoe Community Center

Room: Community Room

Times: 6:30 – 9:45 p.m.

Day of Week: Mondays & Thursdays

No classes will be held on the following dates: 5/26/08 Memorial Day, 9/1/08 Labor Day, 11/27/08 Thanksgiving, 12/24 & 12/25 and 12/31/08, and 1/1/09 New Years Day.

The Town of Davie and _____ enter into this agreement on _____, whereby the Town of Davie will receive the registration money and forms, and the instructor will receive the amount stated above which shall be 75% or 80% of the registration fee with 25% or 20% of the registration fee and all non-resident fees retained by the Town of Davie. All registrations and registration fees collected must be turned in to the Parks and Recreation Department on a daily basis.

The instructor will provide all class materials and equipment needed or pertaining to the above stated class. The Instructor also acknowledges responsibility in handling any and all income taxes derived from the Instructor's fees. No payment will be given for holidays or unscheduled overtime. The Instructor will notify students if he/she cannot teach class any day and reschedule missed sessions. Instructors will be paid as agreed with the Town.

Special Conditions

1. Final approval of requests for extension or renewal of this agreement is at the sole discretion of the Town.
2. The Town reserves the right to cancel class(s) as deemed necessary. In the event the Town needs to cancel a class, the Town will (a) allow for the scheduling of a make up class based on mutual agreement between the instructor and the Town or (b) provide a substitute area, if available.
3. The Instructor must provide proof of FDLE background screening or pay the Town for FDLE screenings to be completed by the Town for themselves, and for subcontractors, prior to the start of the class/program. FDLE background screening must be redone on an annual basis.
4. The Instructor is actually self-employed and using Town of Davie facilities, and is responsible for insurance such as personal health care or workmen's compensation which is not provided by the Town of Davie.

The instructor is to provide the Town of Davie a certificate of insurance for one million dollars (\$1,000,000.00) naming the Town of Davie as additional insured. The certificate must be valid the entire length of the contract.

Instructor agrees to support the Town of Davie **Scholarship Program**. The scholarship program offers an opportunity for students who cannot afford to pay for classes the chance to participate. For every ten paid students registered, the instructor agrees to permit the Town of Davie to place one qualified scholarship student into this class at no cost.

Any violation of the above agreement will be reason for immediate termination of this contract.

TOWN OF DAVIE

Parks and Recreation Department
6901 Orange Drive
Davie, FL 33314

By: _____

Print Name: Tom Truex, Mayor

Approved Date: _____

INSTRUCTOR:

Full Name (print): Joseph Kelljchian
Address: 5031 SW 160 Ave
Southwest Ranches, FL 33331

Signature: 

Phone: 954-434-7087 Cell: _____ Fax: _____

Social Security Number: _____

FIN#: _____

www.karateinsurance.com

Evidence of Insurance

| | | | | | |
|---|---------------------------------|---|------------------------------|---|---------------------------------------|
| Evidence of Insurance - Please print for your file | | | | 07/20/2007 | |
| PRODUCER Grizzly Insurance Agency, LLC PO Box 5530 Breckenridge, CO: 80424 970-547-0382 | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. | | | |
| | | INSURANCE COMPANY AFFORDING COVERAGE | | Capitol Specialty Corporation. | |
| INSURED American Bushido / Joseph Kallichian 5311 SW 22 Terr. Fort Lauderdale, FL 33312 | | | | | |
| THE POLICY LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICY IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | |
| | TYPE OF INSURANCE | Insurance Company | POLICY EFFECTIVE DATE | Term | LIMITS |
| X | GENERAL LIABILITY | Capitol Specialty Corporation. Policy #CS218051 | 7-25-07 | 1 Year | GENERAL AGGREGATE \$2,000,000 |
| | COMMERCIAL GENERAL LIABILITY | | | | PRODUCTS AGGREGATE \$2,000,000 |
| | | | | | PERSONAL & ADV. \$1,000,000 |
| | X Athletic Participant Coverage | | | | LIABILITY EACH OCCURRENCE \$1,000,000 |
| | X Landlords Additional Insured | | | | FIRE DAMAGE (Any One Fire) \$100,000 |
| | X Includes Property Damage | | | | Deductible \$0 |
| | Accident Medical Insurance | Accident Carrier State Specific (Lloyds, American Sentinel/Aegis or QBE) | 7-25-07 | 1 Year | Total per Accident \$100,000 |
| X | X Students & Staff | | | | Deductible \$250 |
| Insured's Locations | | | | | |
| Certificate Holders / Additional Insured's | | | | | |
| 1 Town of Davis 6619 SW 45 St. Davis, FL 33314 | | 2 The City of Weston 2200 Weston Rd, Suite 101 Weston, FL 33331 | | 3 Cooper City 8800 SW 80 Place Cooper City, FL 33066 | |
| 4 St. Davis Catholic Church 3900 S University Dr. Davis, FL 33314 | | | | | |
| Certificate Limit | | | | | |
| CANCELLATION - SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE OF THE POLICY, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE WILL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. | | | | | |
| Certificate # 00001 AUTHORIZED REPRESENTATIVE Don Baldwin | | | | | |

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 3

| | |
|---|--|
| Name (as shown on your income tax return) Joseph KELLICHIAN | |
| Business name, if different from above | |
| Check appropriate box: <input checked="" type="checkbox"/> Individual/ Sole proprietor | <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ |
| <input type="checkbox"/> Exempt from backup withholding | |
| Address (number, street, and apt. or suite no.) 5031 SW 160 Ave. | |
| City, state, and ZIP code Southwest Ranches, FL 33331 | |
| List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

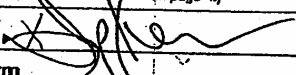
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| |
|--------------------------------|
| Social security number |
| OR |
| Employer identification number |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 - I am a U.S. person (including a U.S. resident alien).
- Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person  Date **1-24-06**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X

Form **W-9** (Rev. 11 2005)

sent to Purchaser 5/12

**Town of Davie
Vendor/Bidder Disclosure**

I, Joseph Kellichian, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Joseph Kellichian
Address: 5031 SW 160 Ave.
SW Ranches, FL 33331
FEIN _____ TIN S.S. # _____
State and date of incorporation _____

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Names, Addresses, and Titles of Individual Who Will Lobby:

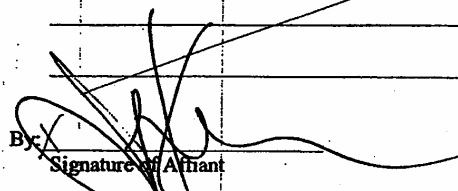
| Full Legal Name | Address | Ownership |
|-----------------|---------|-----------|
| | | % |
| | | % |
| | | % |
| | | % |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

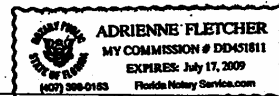
NONE

By: 
Signature of Affiant

Date: 1-24-06

Joseph Kellichian
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 24 day of January 2006 by Joseph Kellichian, he/she is personally known to me or has presented Dr. License as identification.



Notary Public, State of Florida at Large

Print or Stamp of Notary

Serial Number

My Commission Expires :

